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4 Attorneys for Debtor

5  
6 UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

7 IN RE: CASE No. 16-10665 RLE  
8 BARBARA JEAN BARRIELLE, CHAPTER 11  
9 Debtor. / CHAPTER 11 PLAN

10

11 Barbara Jean Barrielle, Debtor herein, proposes the following  
12 Plan pursuant to Chapter 11 of the Bankruptcy Code:

13 ARTICLE I

14 DEFINITIONS

15 For purposes of the Plan, the following terms shall have the  
16 meanings hereinafter set forth:

17 1.01. Allowed claim shall mean a Claim (a) in respect of  
18 which a Proof of Claim has been filed with the Court within the  
19 applicable period of limitation fixed by Rule 3001, or (b) scheduled  
20 in the list of creditors prepared and filed with the Court pursuant  
21 to Rule 1007(b) and not listed as disputed, contingent or  
22 unliquidated as to amount, in either case as to which no objection  
23 to allowance thereof has been interposed with any applicable period  
24 of limitation fixed by Rule 3001, or by Order of the Court, or as to  
25 which any such objection has been determined which is no longer  
26 subject to appeal or certiorari and as to which no appeal or  
27 certiorari proceeding is pending.

28 1.02. Allowed Secured Claim shall mean the Allowed Claim

1 secured by a lien, security interest or other charge against the  
2 property in which Debtor has an interest, or which is subject to  
3 setoff under Section 553 of the Code to the extent of the value  
4 (determined in accordance with 506(a) of the Code) of the interest  
5 of the holder of such Allowed Claim in the Debtor's interest in such  
6 property or to the extent of the amount subject to such setoff, as  
7 the case may be.

8       1.03.     Claim shall mean any right to payment, or right to an  
9 equitable remedy for breach of performance if such breach gives rise  
10 to a right to payment, against Debtor in existence on or as of the  
11 Petition Date, whether or not such right to payment or right to  
12 equitable remedy is reduced to judgment, liquidated, undisputed,  
13 legal, secured, unsecured, known or unknown.

14       1.04.     Class shall mean any class into which Allowed Claims  
15 or Allowed Interests are classified pursuant to Article III.

16       1.05.     Class 1 Claims, Class 2 Claims, Class 3 Claims, Class  
17 4 Claims, Class 5 Claims, Class 6 Claims, Class 7 Claims, Class 8  
18 Claims and Class 9 Interests shall mean Allowed Claims and Interests  
19 so classified in Sections 3.01 through 3.09 respectively.

20       1.06.     Bankruptcy Code shall mean the Bankruptcy Code, 11  
21 U.S.C. section 101, et seq., and any amendments thereof.

22       1.07.     Bankruptcy Court shall mean the United States  
23 Bankruptcy Court for the Northern District Of California in which  
24 the Debtor's Chapter 11 case, pursuant to which the Plan is  
25 proposed, is pending and any Court having competent jurisdiction to  
26 hear appeals or certiorari proceedings therefrom.

27       1.08.     Confirmation Date shall mean the date upon which the  
28 Order of Confirmation is entered by the Court.

1.09. Debtor means the Debtor in this Chapter 11 case.

2       1.10.     Market Rate of Interest means 3.5% per annum or such  
3 other rate of interest as the Court determines at the time of  
4 confirmation.

5        1.11.      Order for Relief means January 30, 2017, the date  
6 upon which the case was converted from Chapter 13 to Chapter 11.

7       1.12.     Order of Confirmation means the Order entered by the  
8 Bankruptcy Court confirming the "Plan" in accordance with provisions  
9 of Chapter 11 of the Bankruptcy Code.

10        1.13.     Petition Date means August 2, 2016, the date of the  
11 filing of the voluntary petition under Chapter 13 of the Code.

12        1.14.      Plan means this Chapter 11 Plan, as may be amended or  
13 modified in accordance with the Code.

14           1.15.     Rules   means   Bankruptcy   Rules,   as   amended and  
15   supplemented by the Suggested Interim Bankruptcy Rules, as adopted  
16   by the Court.

## ARTICLE II

## EXPENSES OF ADMINISTRATION

19       2.01. Administrative expenses of Debtor's Chapter 11 case  
20 allowed pursuant to Section 503(b) of the Code shall be paid in full  
21 at the Confirmation Date unless otherwise Ordered by the Court, in  
22 cash, or upon such other terms as may be agreed upon by the holder  
23 of such claims and Debtor. Any fees due the U.S. Trustee and unpaid  
24 on the Confirmation Date shall be paid in full on or before the  
25 Confirmation Date.

### ARTICLE III

## CLASSIFICATION OF CLAIMS

28 The Claims are classified as follows:

1       3.01.     Class 1 Claims. Allowed claims entitled to priority  
2 pursuant to Section 507 of the Code.

3       3.02.     Class 2 Claims. Allowed secured claim of the County  
4 of Sonoma based upon the secured tax roll and secured by real  
5 property located at 223 Zinfandel Rd., Healdsburg, California 95448.

6       3.03.     Class 3 Claims. Allowed secured claim of HSBC Bank  
7 USA, N.A. as Trustee for Deutsche Alt-A Securities Mortgage Trust,  
8 Series 2007-OA5 secured by a Deed of Trust on real property located  
9 at 223 Zinfandel Rd., Healdsburg, California 95448.

10      3.04.     Class 4 Claims. Allowed secured claim of Etrade Bank  
11 secured by a Deed of Trust on real property located at 223 Zinfandel  
12 Rd., Healdsburg, California 95448.

13      3.05.     Class 5 Claims. Allowed secured claim of the County  
14 of Honolulu based upon the secured tax roll and secured by real  
15 property located at 4999 Kahala Beach #370, Honolulu, HI 96816.

16      3.06.     Class 6 Claims. Allowed secured claim of US Bank,  
17 N.A./Ocwen Loan Servicing/BNC Mortgage, Inc. secured by a Deed of  
18 Trust on real property located at 4999 Kahala Beach #370, Honolulu,  
19 HI 96816.

20      3.07.     Class 7 Claims. Allowed secured claim of the  
21 Association of Apartment Owners of the Kahala Beach secured by a  
22 statutory lien on real property located at 4999 Kahala Beach #370,  
23 Honolulu, HI 96816.

24      3.08.     Class 8 Claims. Allowed claims of creditors, other  
25 than those holding allowed Class 1 Claims, Class 2 Claims, Class 3  
26 Claims, Class 4 Claims, Class 5 Claims, Class 6 Claims, Class 7  
27 Claims and Class 9 Interests including, but not limited to,  
28 creditors whose claims may arise out of the rejection of executory

1 contracts and secured creditors to the extent that the Court finds  
2 the same unsecured in whole or in part.

3           3.09.      Class 9 Interests. Allowed interests of Debtor.

## ARTICLE IV

**CLAIMS NOT IMPAIRED UNDER THE PLAN**

6 || 4.01. Reserved.

## ARTICLE V

## TREATMENT OF IMPAIRED CLASSES OF CLAIMS

9       5.01.     Class 1 Claims are impaired. Holders of allowed Class  
10      1 Claims shall be paid in equal monthly installments of principal  
11      and interest or more at the statutory rate beginning on the  
12      effective date and continuing for a period ending at 5-years after  
13      the date of the Order for Relief.

14        5.02.     Class 2 Claims are impaired. Holders of allowed Class  
15      2 Claims which are not current on the effective date of the Plan  
16      shall be placed on a five-year plan as provided by statute for real  
17      property located at 223 Zinfandel Rd., Healdsburg, California 95448.

18 Such Holders shall retain the lien in the collateral.

19        5.03.      Class 3 Claims are impaired. Holders of allowed Class  
20      3 Claims shall be paid an amount equal to such holder's interest in  
21      the estate's interest in the collateral, to be determined in  
22      accordance with Section 506 of the Bankruptcy Code, in interest-only  
23      monthly installments at a Market Rate of Interest, balance due at  
24      15-years from the Effective Date of the Plan.

25 Such Holders shall retain the lien in the collateral to the  
26 extent of the allowed secured claim.

27        5.04.      Class 4 Claims are impaired. Holders of allowed Class  
28        4 Claims shall be paid an amount equal to such holder's interest in

1 the estate's interest in the collateral, to be determined in  
2 accordance with Section 506 of the Bankruptcy Code, in monthly  
3 installments of principal and interest at a Market Rate of Interest  
4 based upon a thirty year amortization.

5 Such Holders shall retain the lien in the collateral to the  
6 extent of the allowed secured claim.

7 5.05. Class 5 Claims are impaired. Holders of allowed Class  
8 5 Claims which are not current on the effective date of the Plan  
9 shall be paid in 60 equal monthly installments of delinquent tax and  
10 penalty, together with interest at the statutory rate, for real  
11 property located at 4999 Kahala Beach #370, Honolulu, HI 96816.

12 Such Holders shall retain the lien in the collateral.

13 5.06. Class 6 Claims are impaired. Holders of allowed Class  
14 6 Claims shall be paid an amount equal to such holder's interest in  
15 the estate's interest in the collateral, to be determined in  
16 accordance with Section 506 of the Bankruptcy Code, in interest-only  
17 monthly installments at a Market Rate of Interest, balance due at  
18 15-years from the Effective Date of the Plan.

19 Such Holders shall retain the lien in the collateral to the  
20 extent of the allowed secured claim.

21 5.07. Class 7 Claims are impaired. Holders of allowed Class  
22 7 Claims shall be paid an amount equal to such holder's interest in  
23 the estate's interest in the collateral, to be determined in  
24 accordance with Section 506 of the Bankruptcy Code, in monthly  
25 installments of principal and interest at a Market Rate of Interest  
26 based upon a thirty year amortization.

27 Such Holders shall retain the lien in the collateral to the  
28 extent of the allowed secured claim.

1       5.08.     Class 8 Claims are impaired. Holders of Class 8  
2 Claims shall be paid the aggregate amount of \$15,000 in 60 equal  
3 monthly installments which shall be distributed to such holders on  
4 a pro-rata basis each quarter.

5       5.09.     Class 9 Interests are impaired. Holders of allowed  
6 Class 9 Interests shall retain exempt property and all rights to  
7 exemption. Such holders shall retain their rights pursuant to 11  
8 U.S.C. Sections 544, et seq. and 522(f) to avoid liens and  
9 transfers. The property of the estate shall re-vest in the Debtor on  
10 the effective date of the Plan subject to the terms of the Plan.

11      5.10.     Election claim(s) under 11 U.S.C. § 1111(b)(2). In  
12 the event that any Class of claims makes the election contemplated  
13 in Section 1111(b)(2) of the Code, in addition to the particular  
14 treatment provided for such Class, supra, the treatment afforded  
15 electing claims shall be as follows:

16       Creditors holding election claims shall retain their liens to  
17 the extent of their total Allowed Claim without application of 11  
18 U.S.C. § 506(d). The payments contemplated in the relevant treatment  
19 section for an electing class, supra, shall continue beyond the term  
20 set forth therein as is necessary to pay the electing creditor(s) a  
21 sum equal to such creditor(s) total Allowed Claim(s). If the sum of  
22 payments contemplated in the relevant treatment section for the  
23 electing class, supra, equals or exceeds the electing creditor(s)  
24 total Allowed Claim(s), the duration of payments shall not be  
25 extended beyond the term set forth therein. Should the collateral  
26 be sold or refinanced, any unpaid portion of the lien shall be then  
27 due and payable.

28

ARTICLE VI

## TREATMENT OF EXECUTORY CONTRACTS

3       6.01.      The Debtor assumes the lease with King Kamehameha  
4 Schools relating to real property located at 4999 Kahala Beach #370,  
5 Honolulu, HI 96816.

6        6.02.      The Debtor assumes her lease with Robert Ahai  
7 relating to real property located at 4999 Kahala Beach #370,  
8 Honolulu, HI 96816.

9       6.03.      The Debtor assumes her lease with Kelly Stuahaan  
10 relating to the cottage at real property located at 223 Zinfandel  
11 Rd., Healdsburg, California 95448.

## ARTICLE VII

## MEANS FOR THE PLAN'S EXECUTION

14           7.01.       The Debtor will continue to generate income from  
15 working in the public relations and film production industries in  
16 order to fund the within Plan.

17       7.02.      The Debtor may cause real property located at 223  
18 Zinfandel Rd., Healdsburg, California 95448 to be leased, sold or  
19 refinanced. If a sale or refinance is effectuated, holders of  
20 allowed claims secured by such property shall be paid from the  
21 proceeds of sale or refinance together with interest as herein  
22 provided.

23       7.03.       The Debtor may cause real property located at 4999  
24 Kahala Beach #370, Honolulu, HI 96816 to be leased, sold or  
25 refinanced. If a sale or refinance is effectuated, holders of  
26 allowed claims secured by such property shall be paid from the  
27 proceeds of sale or refinance together with interest as herein  
28 provided. In the event that the leasehold interest relating to such

1 property is not renewed by the Lessor at the end of the lease term,  
2 The Debtor may surrender the real property to holders of allowed  
3 claims secured by such property in full satisfaction of their  
4 secured claims.

5       7.04.     The Debtor shall commence payments to holders of  
6 allowed secured claims on the effective date of the Plan as herein  
7 set forth. Motions or Adversary Proceedings will be commenced within  
8 90 days of the effective date to determine such secured amounts  
9 pursuant to Section 506 where such determination is relevant to the  
10 implementation of the Plan terms.

11      7.05.     Taxes on the secured tax roll which are not current  
12 on the effective date shall be placed on a five year Plan pursuant  
13 to Statute.

14      7.06.     No party shall take any action against the Debtor,  
15 her assets, or assets of the estate inconsistent with the terms of  
16 the within Plan.

17      7.07.     The Debtor shall commence payments to the unsecured  
18 creditors on the effective date of the Plan at the monthly rate as  
19 provided herein. The pro-rata distributions may be made from a  
20 disbursing account on a quarterly basis.

21      7.08.     The Debtor shall comply with post confirmation  
22 reporting requirements to the U.S. Trustee and payment of U.S.  
23 Trustee fees post confirmation until entry of Final Order as  
24 required by law. Nothing contained in the Plan shall impose or  
25 expand the requirements for reporting and payment of fees as set  
26 forth by statute and/or case law. In the event the case is converted  
27 to a case under Chapter 7, the assets shall re-vest in the Chapter  
28 7 estate.

1       7.09.     Any sale or refinance of property as provided herein  
2 may be made free and clear of liens as provided in the Code. The  
3 Court shall specifically reserve jurisdiction to implement the Plan,  
4 to approve sale of property, and to direct such sale of property  
5 free and clear of lien where necessary or appropriate.

6       7.10.     The Debtor reserves rights to object to any claim  
7 filed in the case and to assert any and all counterclaims against  
8 any party filing such a claim.

9       7.11.     Should Debtor default on her obligations to pay  
10 secured creditors pursuant to the herein Plan, such creditors may  
11 exercise non-judicial remedies pursuant to State Law after fifteen  
12 (15) days written notice is given by first class mail postage  
13 prepaid. Such a default shall not constitute a material default  
14 under the Plan.

15       7.12.     Confirmation of the herein Plan shall operate as a  
16 cure of any and all pre-confirmation defaults.

17       7.13.     The Debtor reserves rights to object to the  
18 reasonableness of any attorneys fees and charges claimed by any  
19 secured creditor and to object to any claim of any creditor for  
20 which such creditor requests allowance.

21       7.14.     The Debtor reserves rights to seek sanctions against  
22 any party to this proceeding or such party's attorney for violating  
23 Rule 9011 of the Federal Rules of Bankruptcy Procedure.

24       7.15.     The Debtor reserves rights to seek avoidance of any  
25 transfer of property to any person under Section 544 of the Code,  
26 including but not limited to Holders of Class 3 Claims whose lien is  
27 evidenced by a defective Deed of Trust. Avoided transfers shall be  
28 preserved for the estate as provided in the Code and any

1 distributions provided herein on account of such transfers shall  
2 inure to the benefit of Holders of Class 8 Claims after payment of  
3 allowed administrative and priority claims.

## ARTICLE VIII

## RETENTION OF JURISDICTION

6        8.01. Notwithstanding Confirmation of the Plan, the Court  
7 shall retain jurisdiction for, inter alia, the following purposes:

8               1. Determination of the allowance of claims upon  
9 objection to such claims by the Debtor based upon any provision of  
10 law, including, but not limited to any right of set off,  
11 counterclaims, statute of limitations, and any and all defenses  
12 thereto;

13                   2. Determination of the validity, priority and extent of  
14 liens under any applicable provision of law, including, but not  
15 limited to Rules of Professional Conduct;

16                   3. Determination of requests for payment of claims  
17 entitled to priority under Bankruptcy Code Section 507(a)(1),  
18 including compensation of parties entitled thereto;

19                  4. Determination of any counter claims against any party  
20 filing a claim in the case, and determination of any sanctions  
21 against any party to the case or such party's attorney for violating  
22 Rule 9011 of the Federal Rules of Bankruptcy Procedure.

23                   5. Resolution of any disputes regarding the  
24 interpretation of the Plan;

25                   6. Implementation of the provisions of the Plan and  
26 entry of Orders in aid of confirmation of the Plan, including  
27 without limitation, appropriate orders to protect the Debtor from

1 creditor actions, approval of sale of property, orders for sale free  
2 and clear of liens and interests;

3                   7. Modification of the Plan pursuant to Section 1127 of  
4 Title 11;

5               8. Determination of reasonableness of any attorneys fees  
6 and charges claimed by any creditor or lessor;

7           9.     Avoidances of avoidable transfers pursuant to the  
8 Bankruptcy Code and recovery of improper post-petition transfers,  
9 and any reserved cause of action;

10                   10. Determination of secured status, extent of secured  
11 status, and Debtor's right to recover expenses from property  
12 securing claim pursuant to Section 506 of the Bankruptcy Code;

13                   11. Enforcement of all stipulations entered into by the  
14 Debtor in possession and Orders and Judgments made by the Court;

15                   12. Collection of any sums due the Debtor from other  
16 parties or from any other source;

17                   13. Determination of rights and causes of action reserved  
18 to the Debtor as provided herein; and

14. Entry of final decree.

## ARTICLE IX

## EFFECT OF CONFIRMATION

22        9.01. Confirmation of the Plan shall have the effect set forth  
23 in Bankruptcy Code Section 1141. The rights afforded herein, and the  
24 treatment of all claims and interests as set forth herein, shall be  
25 in full exchange for, and in complete satisfaction, discharge and  
26 release of, all claims and interests of any kind or nature  
27 whatsoever, whether known or unknown, matured or contingent,

1 liquidated or unliquidated, existing, arising or accruing, whether  
2 or not yet due, prior to the Effective Date, including without  
3 limitation any claims or interest on claims, accruing on or after  
4 the commencement of the case against the Debtor, the estate, or  
5 assets or property thereof. Except as, and to the extent, expressly  
6 provided in the Plan or the Confirmation Order, at all times on and  
7 after the Effective Date, (a) all such claims against, and interests  
8 in, the Debtor or the estate shall be deemed fully and finally  
9 satisfied, discharged and released; (b) all persons shall be fully  
10 and finally barred, enjoined and precluded from asserting against  
11 the reorganized Debtor or her assets, any claims or interests based  
12 upon act or omission, transaction, agreement, right, privilege,  
13 duty, entitlement, obligation or other event or activity of any kind  
14 or nature whatsoever that occurred prior to the Effective Date; and  
15 (c) all claims and interests shall be fully and finally discharged  
16 as provided in said Section 1141 of the Bankruptcy Code.

ARTICLE X

## ALTERATION OF RIGHTS OF THIRD PARTIES

19        10.01. Except as expressly stated in the Plan, nothing  
20 contained in the Plan or any action taken hereunder alters the  
21 rights of holders of claims or interests under Bankruptcy Code  
22 Sections 510(a) or 524(a). Except as expressly stated in the Plan,  
23 holders of secured claims shall retain their liens on the Debtor's  
24 assets to the extent of the allowed amount of such claim.

ARTICLE XI

## MISCELLANEOUS

27 11.01. Notice. All notices required or permitted to be made

1 in accordance with the Plan or by the Code shall be in writing and  
2 shall be delivered personally, or by First Class mail:

a. To Debtor: David N. Chandler, Jr.  
David N. Chandler, p.c.  
1747 Fourth Street  
Santa Rosa, CA 95404

10        11.02.     Effective Date. For purposes of all determinations to  
11 be made pursuant to the Bankruptcy Code in respect to the Plan or  
12 any Claim or Interest, the "effective date" of the Plan shall be  
13 thirty (30) days following the date the Order of Confirmation  
14 becomes final.

15        11.03.     Reservation of Rights. Neither the filing of this  
16 Plan nor any statement or provision contained herein, shall be or be  
17 deemed to be an admission against interest.

## ARTICLE XII

## CONFIRMATION REQUEST

20           12.01.     Barbara Jean Barrielle, Debtor herein, requests  
21 Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy  
22 Code.

23 || Dated: 8/25/17

By: /s/ Barbara Jean Barrielle  
BARBARA JEAN BARRIELLE